

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION**

---

VISANJI GALA and  
JAYA GALA,

Plaintiffs,

v.

TESLA MOTORS TN, INC.,  
and TESLA MOTORS, INC.,

Defendants.

Civil Action No.:

JURY DEMANDED

---

**NOTICE OF REMOVAL**

---

COME Defendants Tesla Motors TN, Inc. (“Tesla TN”) and Tesla, Inc. (sued herein as Tesla Motors, Inc.) (“Tesla”), and pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1446(b), respectfully show the Court:

**FACTUAL BACKGROUND**

On March 12, 2020, Tesla TN was served with Summons and Complaint, attached hereto as Exhibit A, in a case styled *Visanji Gala and Jaya Gala v. Tesla Motors TN, Inc., and Tesla Motors, Inc.*, Civil Action No. CH-20-0311, in the Chancery Court for Shelby County, Tennessee. On March 12, 2020, Tesla was also served with Summons and Complaint, attached hereto as Exhibit B, in a case styled *Visanji Gala and Jaya Gala v. Tesla Motors TN, Inc., and Tesla Motors, Inc.*, Civil Action No. CH-20-0311, in the Chancery Court for Shelby County, Tennessee.

Plaintiffs’ Complaint arises from the October 9, 2019, lease of a 2019 Tesla Model S, VIN 5YJSA1E28KF348087 (the “Model S”). Compl. ¶ 7. The Complaint alleges that on October 16,

2019, the Model S began to rapidly accelerate on its own resulting in a crash at Plaintiffs' residence. *Id.* ¶ 10. Plaintiffs contend that the Model S “fails its essential purpose and/or is not fit for its intended purpose” and “is unsafe and dangerous,” and that as a result Plaintiffs have suffered damages. *Id.* ¶ 13.

Based on these allegations, Plaintiffs plead six claims against Tesla TN and Tesla: (1) rescission of the lease contract; (2) fraud/misrepresentation; (3) breach of contract/warranty; (4) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* (the “Magnuson-Moss Act”); (5) breach of implied warranty of merchantability (Tenn. Code Ann. § 47-2-314); and, (6) breach of implied warranty of fitness for a particular use (Tenn. Code Ann. § 47-2-313). Compl., ¶¶ 15–34. Plaintiffs seek damages of not less than \$200,000 in compensatory and punitive damages and rescission of the lease of the \$92,690 Model S. *Id.*, Prayer for Relief ¶¶ 1-4.

### **BASIS FOR REMOVAL**

The Court has subject matter jurisdiction over Plaintiffs' Magnuson-Moss Act claims under 15 U.S.C. § 2310(d)(1)(B) because Plaintiffs seek more than \$50,000 in damages, exclusive of interest and costs. 15 U.S.C. § 2310(d)(3)(B). The Court has supplemental jurisdiction over Plaintiffs' state-law claims under 28 U.S.C. § 1367(a) because all of Plaintiffs' claims “form part of the same case or controversy under Article III of the United States Constitution” as Plaintiffs' Magnuson-Moss Act claims. 28 U.S.C. § 1367(a). “Claims form part of the same case or controversy when they ‘derive from a common nucleus of operative facts.’” *Harper v. AutoAlliance Int’l, Inc.*, 392 F.3d 195, 209 (6th Cir. 2004) (quoting *Ahearn v. Charter Twp. of Bloomfield*, 100 F.3d 451, 454-55 (6th Cir. 1996)). Here, all of Plaintiffs' claims against Tesla TN and Tesla derive from the same alleged defects in the Model S. Although Plaintiffs assert a number

of legal theories, all of their theories depend on the factual question of the condition of the Model S. This Court can and should exercise supplemental jurisdiction over Plaintiffs' state-law claims.

**TESLA TN AND TESLA HAVE MET  
ALL PROCEDURAL REQUIREMENTS FOR REMOVAL**

This Notice of Removal is filed within 30 days of service of the Summons and Complaint on Tesla TN and Tesla. Other than the Summons and Complaint, Tesla TN and Tesla have not been served with any other pleadings or papers in this case. A true copy of this Notice of Removal is concurrently filed with the Chancery Court for Shelby County, Tennessee, as required by 28 U.S.C. § 1446(d).

WHEREFORE, Defendants Tesla Motors TN, Inc. and Tesla, Inc. give notice that the action now pending against them in the Chancery Court for Shelby County, Tennessee, has been removed therefrom to this Court.

DATED this 9th day of April, 2020.

Respectfully submitted,

LEWIS, THOMASON, KING,  
KRIEG & WALDROP, P.C.

By: /s/ J. Randolph Bibb, Jr.  
J. Randolph Bibb, Jr., B.P.R. No. 009350  
424 Church Street, Suite 2500  
Post Office Box 198615  
Nashville, Tennessee 37219  
(615) 259-1349 (telephone)  
(615) 259-1389 (facsimile)  
[rbibb@lewisthomason.com](mailto:rbibb@lewisthomason.com)

*Counsel for Defendants  
Tesla Motors TN, Inc.  
and Tesla, Inc.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on April 9, 2020, a true and exact copy of the foregoing Notice of Removal has been served upon counsel for the parties in interest herein by United States Mail with sufficient postage thereon to carry the same to its destination:

Kevin A. Snider, Esq.  
B.P.R. No. 018231  
SNIDER & HORNER, PLLC  
9056 Stone Walk Place  
Germantown, Tennessee 38138  
(901) 751-3777 (telephone)  
(615) 759-0041 (facsimile)  
[snider@lawyer.com](mailto:snider@lawyer.com)

*Counsel for Plaintiffs*

---

J. Randolph Bibb, Jr.